
**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2017-O-14**

**AN ORDINANCE APPROVING THE VILLAGE OF WILLOW SPRINGS, COOK
COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN TRI-STATE FIRE PROTECTION
DISTRICT AND THE VILLAGE OF WILLOW SPRINGS FOR THE SALE AND
PURCHASE OF THE FIREHOUSE LOCATED AT 8529 WILLOW SPRINGS
ROAD, COOK COUNTY, ILLINOIS**

**ALAN NOWACZYK, President
ADENA BASKOVICH, Clerk**

**GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KEVIN J. MALONEY
KATHRYN STANPHILL
JERRY STRAZZANTE**

TRUSTEES

ORDINANCE NO. 2017-O-14

AN ORDINANCE APPROVING THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN TRI-STATE FIRE PROTECTION DISTRICT AND THE VILLAGE OF WILLOW SPRINGS FOR THE SALE AND PURCHASE OF THE FIREHOUSE LOCATED AT 8529 WILLOW SPRINGS ROAD, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Willow Springs (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contracts to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the "*Act*") authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings; and

WHEREAS, the Tri-State Fire Protection District and the Village of Willow Springs constitute municipalities as defined under section 1(c) of the Local Government Property Transfer Act (50 ILCS 605/1(c)); and

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Willow Springs (the "*Corporate Authorities*") to enter into an Intergovernmental Agreement by

and between the District and the Village concerning the site of the Willow Springs Firehouse to Tri-State Fire Protection District as contained in the attached agreement.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

Section 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: The Intergovernmental Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Board of Trustees, subject to final revisions made by staff and Village consultants.

Section 3: The President and Village Clerk are hereby authorized and directed to execute and deliver the Intergovernmental Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4: The Village Attorney is hereby authorized to execute such necessary documentation and undertake such legal actions on the part of the Village as contained in the Intergovernmental Agreement and this Ordinance to complete satisfaction of any conditions stated therein.

Section 5: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: This Ordinance shall take effect immediately and be in force from and after its passage and approval due to the urgent nature of this matter.

(Intentionally left blank)

ADOPTED by the President and Board of Trustees of the Village of Willow Springs,
Cook County, Illinois this 23RD. day of March 2017, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Bartik	✓			✓
Kaptur	✓			✓
Imbarrato	✓			✓
Maloney	✓			✓
Stanphill	-	-	✓	-
Strazzante	✓			✓
(Mayor Nowaczyk)				✓
TOTAL	5	0	1	6

APPROVED by the President and Board of Trustees, Cook County, Illinois on this 23rd.
day of March 2017.


Alan Nowaczyk, Village President

ATTEST:


Adena Baskovich, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of ORDINANCE No. 2017-O-14 "AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TRI-STATE FIRE PROTECTION DISTRICT AND THE VILLAGE OF WILLOW SPRINGS FOR THE SALE OF THE WILLOW SPRINGS FIREHOUSE" adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on March 23, 2017.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 23rd. day of March, 2017.



Adena Baskovich, Village Clerk
Village of Willow Springs, Cook County, Illinois

EXHIBIT A
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF WILLOW SPRINGS AND THE TRI-STATE FIRE PROTECTION
DISTRICT FOR THE SALE AND PURCHASE OF THE WILLOW SPRINGS FIRE STATION
PROPERTY AT 8529 WILLOW SPRINGS ROAD, COOK COUNTY, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (the “**Agreement**”) is made as of the Effective Date (as that term is defined herein) between the VILLAGE OF WILLOW SPRINGS (hereinafter also referred to as the “**VILLAGE**”), an Illinois municipal corporation, and the TRI-STATE FIRE PROTECTION DISTRICT (hereinafter also referred to as the “**DISTRICT**”), an Illinois municipal corporation.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, further authorizes intergovernmental cooperation; and

WHEREAS, the Tri-State Fire Protection District and the Village of Willow Springs constitute municipalities as defined under Section 1(c) of the Local Government Property Transfer Act (50 ILCS 605/1(c)); and

WHEREAS, the Local Government Property Transfer Act authorizes the conveyance of real property from one municipality to another municipality upon a two-thirds vote of the corporate authorities of the transferor municipality; and

WHEREAS, that pursuant to Section 3 of the Illinois Fire Protection District Act (70 ILCS 705/3), a referendum question was placed on the ballot for the voters of Willows Springs for the March 15, 2016, primary election, whether the Village of Willow Springs should become a part of the Tri-State Fire Protection District; and

WHEREAS, prior to the primary election, the Village of Willows Springs and the Tri-State

Fire Protection District entered into an Intergovernmental Agreement for the sale and purchase of the Willow Springs Fire Station at 8529 Willow Springs Road, Cook County, Illinois, which was contingent upon the approval of the referendum by the voters of Willow Springs to join the Tri-State Fire Protection District; and

WHEREAS, at the March 15, 2016 election, the legal voters of the Village of Willow Springs voted in favor of joining the Tri-State Fire Protection District; and

WHEREAS, the Trustees of the Tri-State Fire Protection District accepted the proposed additional territory of the Village of Willow Springs, by resolution at its April 11, 2016, special meeting of the Board of Trustees.

NOW, THEREFORE, in consideration of the promises, rights and duties set forth herein, the Parties hereby agree to the following:

1. **RECITALS**. The Recitals, set forth above, are incorporated into and made a part of this Agreement.
2. **PURCHASE AND SALE**. Subject to the terms and conditions hereof, the VILLAGE agrees to sell to the DISTRICT, and the DISTRICT agrees to purchase from the VILLAGE all of the VILLAGE'S right, title, and interest in the following property:
 - A. That certain parcel of real estate commonly known as 8529 Willow Springs Road, Willow Springs, in the County of Cook, State of Illinois, and legally described in ***EXHIBIT "A"*** attached hereto and made a part hereof (the "**Land**");
 - B. All improvements, buildings, structures and attached fixtures (excluding any personal property and trade fixtures of the VILLAGE) located on the Land, including the 11,850 square foot fire station building ("Fire Station Building"), all rights, privileges, easements, appurtenances, if any, thereunto belonging (collectively the "**Improvements**") (the Land and Improvements sometimes together, shall be collectively referred to as the "**Real Estate**").
 - C. All furniture, machinery, apparatus, equipment and other personal property listed on ***EXHIBIT "B"*** attached hereto and made a part hereof (the "**Personal Property**").
3. **PURCHASE PRICE**. Subject to the below-referenced credits and/or reductions from the purchase price as set forth herein, the purchase price to be paid by the DISTRICT to the

VILLAGE for the Real Estate and the Personal Property, if any, shall be ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$1,450,000) (the "Purchase Price") payable over the following four (4) year period:

Closing Date.....	\$ 300,000.00
September 15, 2017.....	\$ 300,000.00
April 15, 2018.....	\$ 141,666.67
September 15, 2018.....	\$ 141,666.67
April 15, 2019.....	\$ 141,666.67
September 15, 2019.....	\$ 141,666.67
April 15, 2020.....	\$ 141,666.67
September 15, 2020.....	\$ 141,666.67

4. **CREDIT – REPAIRS FIRE STATION BUILDING.** The DISTRICT shall be entitled to a credit from the VILLAGE for a reduction in the Purchase Price for the cost of repairs that have been made or will be required to be made to the Fire Station Building by the DISTRICT in amount of \$ **28,455.48**, which repair costs are broken down as follows: (1) Roof repairs - \$2,658; (2) Plumbing work - \$2,195.48; (3) Electrical work - \$5,552.00; (3) Window replacements - \$9,200.00 (estimate); and (4) HVAC repairs and replacement - \$8,850.00 (estimate). Any such available credit under this provision may be applied to any required payment of the DISTRICT toward the Purchase Price beginning in 2018. Any credit and/or reduction in the Purchase Price for estimated repair work indicated above shall be the actual reasonable cost of such repair work.

5. **CREDIT – ADDITIONAL CONTRIBUTION TO INCREASE THE FUNDING LEVEL OF THE WILLOW SPRINGS FIREFIGHTERS' PENSION FUND.** The DISTRICT shall be entitled to a credit from the VILLAGE for a reduction in the Purchase Price in the amount equal to the required contribution amount necessary to increase the funding level of the existing Willow Springs Firefighters' Pension Fund to equal and/or match the funding level of the Tri-State Firefighters' Pension Fund as of the effective date of this Agreement or such other mutually agreed comparison date. This required contribution amount shall be determined by Enrolled Actuary Todd Schroeder of Lauterbach & Amen, LLP, or any other mutually agreed upon

Enrolled Actuary. Any such available credit under this provision may be applied to any required payment of the DISTRICT toward the Purchase Price beginning in 2018. The VILLAGE shall take all necessary steps to transfer the existing assets of the Willow Springs Firefighters' Pension Fund to the Tri-State Firefighters' Pension Fund.

6. **RECORDING OF PLAT OF SUBDIVISION.** The VILLAGE recently approved the Plat of Subdivision - Public Safety Complex, wherein the Real Estate is located. Prior to the Closing Date, the VILLAGE shall finalize the Plat of Subdivision, obtain all required signatures, and record with the Cook County Recorder's Office and all other necessary governmental entities.

7. **DIVISION PETITION.** The VILLAGE shall prepare and file with the Cook County Assessor's Office an appropriate Division Petition in regard to the reconfigured real estate parcels that comprise the lots within the Plat of Subdivision – Public Safety Complex, including the lot that includes the Real Estate.

8. **DEED AND DOCUMENTS.** The VILLAGE shall convey marketable and insurable title to the Real Estate by Warranty Deed, at the VILLAGE'S sole cost, subject only to any covenants, conditions, easements, encumbrances and restrictions approved by the DISTRICT in writing and those Permitted Title Exceptions set forth and identified on ***EXHIBIT "C"*** attached hereto and made a part hereof. The VILLAGE shall also furnish the DISTRICT with: (i) an Affidavit of Title in customary form; (ii) a Bill of Sale for any items of Personal Property which the Parties have agreed in writing are a subject of this transaction which items are set forth or described on EXHIBIT "B" attached hereto; (iii) assignments in proper form from all maintenance and service contracts, insurance policies, assignable roof warranties and other such assignable warranties pertaining to the Fire Station Building and other Improvements on the Real Estate, if any; and (iv) such other documents as are customarily required herein to be delivered at Closing (including ALTA Statements, FIRPTA Statements and title company undertakings). The VILLAGE agrees to execute and deliver to the DISTRICT any other affidavit, statement or other document normally required by the specified title company herein

as a condition for the issuance of the title insurance policy provided for below.

9. **TITLE INSURANCE.** The VILLAGE, at its own expense, shall procure and deliver to the DISTRICT within ten (10) days of the Effective Date of this Agreement a title commitment (the "Title Commitment") on the Real Estate issued by a title insurance company licensed to do business in the State of Illinois in the full amount of Purchase Price, with extended coverage over the standard exceptions 1 through 5, together with copies of all underlying title documents listed in the Title Commitment (the "Underlying Title Documents"). The DISTRICT shall have thirty (30) days after delivery of the Title Commitment and the recorded documents referred to therein and the Survey described herein to identify any items set forth in the Title Commitment which the DISTRICT deems objectionable. Any items not objected to by the DISTRICT shall be deemed "Permitted Exceptions" and the DISTRICT shall take subject to said Permitted Exceptions. If the VILLAGE fails to have the objectionable items removed or insured over, the DISTRICT may elect to terminate this Agreement.

10. **SURVEY.** The VILLAGE, at its costs and expense, shall provide the DISTRICT, within thirty (30) days from the Effective Date of this Agreement, with a current dated ALTA extended coverage boundary survey, including easements, showing the Real Estate ("Survey"), prepared by a surveyor licensed by the State of Illinois. Upon the approval of the Survey, the legal description in ***EXHIBIT "A"*** shall be automatically revised to be that of the legal description of the in the Survey and Title Commitment. At either party's request, any changes to the legal description shall be confirmed in writing and signed by both Parties.

11. **INSPECTION PERIOD.** If the DISTRICT so desires, the DISTRICT shall have forty-five (45) days from the Effective Date of this Agreement (the "**Inspection Period**") within which to perform any and all structural and environmental inspections and/or investigations with respect to the Real Estate which the DISTRICT may reasonably deem necessary, including the following (collectively, "**Inspections**"):

- i) **Environmental Conditions.** The DISTRICT shall be permitted reasonable access to the Real Estate during the Inspection Period in order to

determine for itself the environmental condition of the Real Estate. If the DISTRICT discovers the presence and/or likely presence of any Hazardous Materials (as defined herein) or other hazardous materials and/or substances in, on, or under the Real Estate or near the Real Estate which are or could become detrimental to the Real Estate or otherwise detrimental to human health or the environment generally or which could become a violation of any applicable Environmental Law or regulation, then the DISTRICT shall have the right, in its sole and absolute discretion, to terminate this Agreement upon notice to the VILLAGE. To the extent necessary, the DISTRICT shall be authorized to extend the Inspection Period up to an additional ninety (90) days to complete any additional environmental testing it determines it deems is necessary to determine and/or further evaluate the environmental condition of the Real Estate.

- ii) Physical Inspection. The DISTRICT shall determine for itself the physical condition of the Fire Station Building, including engineering, zoning and soils issues. If the DISTRICT discovers any such conditions, which render the Real Estate inadequate for the DISTRICT'S use, then the DISTRICT may terminate this Agreement by sending the VILLAGE notice. During this period, the DISTRICT shall have reasonable access to the Real Estate to determine for itself the environmental condition of the Real Estate. In the event that the DISTRICT discovers that a structural defect or other deficiency exists within the Fire Station Building or on the Real Estate in general, the DISTRICT shall notify the VILLAGE in writing of the DISTRICT'S objections. In which event, the VILLAGE shall have thirty (30) days from the date of the objection notice (the "VILLAGE'S Inspection Cure Period") within which to cure, or otherwise reach agreement with the DISTRICT with regard to such condition or objection; provided, if the VILLAGE is diligently pursuing such cure to resolution, the VILLAGE shall have such longer period of time as may reasonably be required to complete such cure. If such condition is not cured or otherwise resolved by the VILLAGE within the time provided, then the DISTRICT may elect to terminate this Agreement.
- iii) If the DISTRICT elects to terminate this Agreement pursuant this paragraph, the Parties shall have no further obligation to the other under this Agreement except that the VILLAGE shall be entitled to a reasonable rental rate for the DISTRICT'S use of the Fire Station Building from the Effective Date of this Agreement to the date of termination by the DISTRICT.
- iv) The VILLAGE authorizes and consents to the entry onto the Real Estate by any individual hired and/or retained by the DISTRICT to perform any of the inspections and/or testing authorized under this Agreement.

12. **CONDITION OF THE REAL ESTATE; ENVIRONMENTAL MATTERS.** The VILLAGE expressly acknowledges that the DISTRICT has the right to make an independent investigation(s) of the Real Estate during the Inspection Period and review all matters regarding

the condition of the Real Estate, which it deems necessary. The VILLAGE covenants, warrants and represents to the DISTRICT that there are no Hazardous Materials, as defined herein, or other toxic contaminants or substances located in, on, under or about the Real Estate, or in any buildings or structures currently located on the Real Estate, which are or could become detrimental to the Real Estate or otherwise detrimental to human health or the environment generally or which could become a violation of any applicable laws or regulations.

For purposes of this Agreement the term "Hazardous Material" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance, including, but not limited to, asbestos, PCB's, polychlorinated biphenyls, asbestos or urea-formaldehyde, petroleum, crude oil, which is defined, determined or identified as hazardous or toxic under any federal, state, county or local law, statute, ordinance, order, decree, rule or regulation (including but not limited to judicial orders, administrative orders, consent Contracts and permit conditions), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.* ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* ("RCRA"), the Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.* ("TSCA"), the Occupational, Safety and Health Act, 29 U.S.C. §651, *et seq.*, the Clean Air Act, 42 U.S.C. §7401, *et seq.*, the Federal Water Pollution Act, U.S.C. §1251, *et seq.*, the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.* ("HMTA"), the Clean Water Act, 33 U.S.C. §1251, *et seq.*, the Uranium Mill Tailings Radiation Control Act, 42 U.S.C. §7901, *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136, *et seq.*, the National Environmental Policy Act, 42 U.S.C. §4321, *et seq.*, the Noise Control Act, 42 U.S.C. §4901, *et seq.*, the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4801, *et seq.*, the Department of Housing and Urban Development Act, 42 U.S.C. §3531, *et seq.*, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, *et seq.* ("EPCRA"), and the Illinois Environmental Protection Act, 415 ILCS 5/1

et seq., and any other comparable federal state, county or local laws, rules regulations and guidance documents promulgated pursuant or published thereunder (collectively, “Environmental Laws”).

13. **WARRANTIES AND REPRESENTATIONS.** The VILLAGE hereby covenants, warrants and represents to the DISTRICT that:

- (a) There are no actions or proceedings pending (or to the VILLAGE’S best knowledge threatened) against the VILLAGE or any part of the Real Estate which, if determined adversely to the VILLAGE, would have an adverse effect on the VILLAGE, the DISTRICT or the Real Estate.
- (b) To the best of the VILLAGE’S knowledge, the VILLAGE has complied with and the Real Estate is in compliance with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to the Real Estate and the use thereof.
- (c) The DISTRICT has not received from any governmental agency any written notice of non-compliance with any Environmental Laws or rules and regulations promulgated thereunder.
- (d) To the VILLAGE’S actual knowledge there are no Hazardous Materials in, on or under the Real Estate.
- (e) To the VILLAGE’S actual knowledge there are no underground storage tanks (“USTs”) located anywhere on the Real Estate.
- (f) To Seller’s actual knowledge there has been no “release,” as defined in 42 U.S.C. §9601(22) of CERCLA, of any Hazardous Materials on, from or under the Real Estate.
- (g) There are no proceedings pending or, to the actual knowledge of the VILLAGE, threatened against or affecting the VILLAGE in any court or before any governmental authority or arbitration board or tribunal, which, if adversely determined, would materially and adversely affect the Real Estate. The VILLAGE is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal, which default would materially and adversely affect the Real Estate.
- (h) The VILLAGE shall has provided the DISTRICT any and all environmental audits, reports or documents that refer or relate to the environmental condition of the Real Estate that are in the VILLAGE’S possession, custody, or control.
- (i) The VILLAGE agrees to save, defend, indemnify and hold the DISTRICT harmless from any cost, expenses (including reasonable attorneys’ fees), suits, liens, damages, and/or liabilities sustained by the DISTRICT due to the VILLAGE’S breach of any of the warranties and representations contained herein.

14. **CLOSING**. The closing of the contemplated purchase and sale shall take place through a deed and money escrow no later than thirty (30) days after the expiration of the Inspection Period, including any extensions of such Inspection Period, (the "**Closing Date**") at the offices of Chicago Title Company, located at 171 North Clark Street, Chicago, Illinois (sometimes referred herein as the "Title Company" and/or "Escrowee") or at such other time and place as mutually agreed to by the Parties. On the Closing Date, the obligations of the VILLAGE and the DISTRICT shall be as follows:

- A. The VILLAGE shall deliver or cause to be delivered to the Title Company:
 - i. fully executed original Warranty Deed ("Deed"), conveying to the Real Estate, including all improvements located thereon, subject only to the Permitted Exceptions; and
 - ii. a fully executed original Warranty Bill of Sale, conveying the VILLAGE'S right, title and interest in the Personal Property, if any; and
 - iii. fully executed original Affidavit of Title, Warranty and Covenant; and
 - iv. fully executed counterpart originals of a closing statement; and
 - v. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.
- B. The DISTRICT shall deliver or cause to be delivered to Escrow:
 - i. \$300,000 toward the Purchase Price, with balance of the Purchase Price to be paid pursuant to the payment schedule set forth above; and
 - ii. Executed counterpart originals of a closing statement; and
 - iii. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.
- C. The Parties shall jointly deposit fully executed State of Illinois Transfer Declaration, County Transfer Declarations and local Transfer Declarations, if any.
- D. The obligations of both the VILLAGE and the DISTRICT to close the transaction contemplated herein is subject to each Party timely performing each of their respective obligations to be performed by them hereunder on or before the Closing Date.
- E. If any of the DISTRICT'S conditions precedent have not been satisfactorily completed by the VILLAGE or if the VILLAGE'S District's conditions precedent have not been satisfactorily completed by the VILLAGE on or before the Closing Date, each may,

by written notice to the other, elect at any time thereafter to terminate this Agreement, provided that the Party delivering notice is not itself in default. Each Party shall be entitled to exercise any of the remedies provided hereunder.

F. The Parties acknowledge that the DISTRICT is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b).

15. **EASEMENTS.** The VILLAGE and the DISTRICT acknowledge and understand that certain easements have been granted to each Party on the Plat of Subdivision – Public Safety Complex. The Parties agree to prepare and enter into a written easement agreement with respect to the easements provided on the Plat of Subdivision before the closing date, or thirty (30) days thereafter. As part of such written easement agreement, the Parties agree that both the VILLAGE and the DISTRICT shall equally share in the cost of maintaining the concrete, asphalt and/or paved driveway areas of the easement areas of the granted easements.

16. **NOTICE.** Notices given pursuant to this Agreement shall be in writing and given actual delivery of the notice to the party entitled to receive it or by mailing of the notice via United States Mail to the following addresses:

To the DISTRICT: TRI-STATE FIRE PROTECTION DISTRICT
419 Plainfield Road
Darien, IL 60561
Attention: Fire Chief

With a copy to: OTTOSEN BRITZ KELLY COOPER GILBERT & DINOLFO, LTD.
1804 North Naper Boulevard, Suite 350
Naperville, Illinois 60563
Attention: Karl R. Ottosen

To the VILLAGE: VILLAGE OF WILLOW SPRINGS
One Village Circle
Willow Springs, Illinois 60480
Attention: Village Administrator

With a copy to: ODELSON & STERK, LTD.
3318 W. 95th Street
Evergreen Park, Illinois 60805
Attention: Michael J. McGrath

17. **MISCELLANEOUS PROVISIONS.**

- A. Other Acts. The VILLAGE and DISTRICT each hereby agree to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and materials, as may be reasonably necessary to effect the conveyance of the Real Estate provided herein.
- B. Time is of the Essence. The VILLAGE and DISTRICT mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element.
- C. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs herein.
- D. Applicable Law and Parties Bound. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.
- E. Completeness and Modifications. This Agreement, Rider (if any) and Exhibits referenced herein constitute the entire agreement between the Parties with respect to the transaction contemplated herein, and shall supersede all prior discussions, understandings or agreements between the Parties. This Agreement may not be amended, modified, or otherwise changed in any manner except by a writing executed by the Parties.
- F. No Merger. The obligations, representations and warranties herein contained shall not merge with transfer of title but shall survive the Closing and remain in effect until fulfilled.
- G. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser's Risk Act of the State of Illinois shall be applicable to this Agreement.
- H. No Waiver. No waiver of any provisions or condition of this Agreement by any Party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.
- I. Successors and Assigns. This Agreement shall be binding upon the successors of the Village and Districts, respective corporate authorities.
- J. Counterparts. This Agreement may be executed in counterparts, each of which may be deemed an original document and together will constitute one in the same.

- K. Assignability. This Agreement is not assignable or transferable.
- L. Local Government Property Transfer Act. The provisions of the Local Government Property Transfer Act (50 ILCS 605/1 *et seq.*) shall be applicable to this Agreement.
- M. Venue. Any discrepancy as to the interpretation of the Agreement shall be heard in a court of competent jurisdiction in DuPage County, Illinois.
- N. Recordation. This Agreement shall be recorded with the Office of the Cook County Recorder of Deeds, as well as the warranty deed upon issuance.
- O. Effective Date. For purposes of this Agreement, the "Effective Date" shall be the later date of the date specified next to the signatures of the VILLAGE and DISTRICT representatives on the signature page of this Agreement.

IN WITNESS HEREOF, the Village of WILLOW SPRINGS and TRI-STATE FIRE PROTECTION DISTRICT, respectively, have caused this Agreement to be executed by their respective District Board President and Village President and attested by their respective Board Secretary and Village Clerk as of the day and year first above written.

TRI-STATE FIRE PROTECTION DISTRICT

By: _____
Eric Habercoss, Board President

ATTEST:

Board Secretary

DATE EXECUTED BY THE DISTRICT:

Date: _____

VILLAGE OF WILLOW SPRINGS

By: _____
Alan Nowaczyk, Mayor

ATTEST:

Village Clerk

DATE EXECUTED BY THE VILLAGE:

Date: March 23, 2017

EXHIBIT "A"

(Legal Description of Real Estate)

Legal Description

TO BE INSERTED

Current Parcel 1 is legally described as follows:

That part of the east half of Section 32, Township 38 North, Range 12 east of the Third Principal Meridian, in Cook County, Illinois described as follows: Commencing at the center of said section, thence south along the north and south center line of said section a distance of 14.03 feet to the center line of Wentworth Avenue, Village of Willow Springs, Illinois; thence south 39 degrees 45 minutes 30 seconds east 343.10 feet to the point of intersection with a line drawn 50 feet northwesterly of and parallel with the northwesterly line of a strip of land conveyed to Commonwealth Edison Company by deed recorded July 10, 1945 as 13840024; thence north 31 degrees 56 minutes 00 seconds east along said parallel line a distance of 264.76 feet; thence north 58 degrees 04 minutes 00 seconds west 432.57 feet to a point on the north and south center line of said section; thence south along said center line 170.943 feet to the point of beginning all in Cook County, Illinois (except therefrom the following described tract of land: That part of the east half of Section 32, Township 38 North, Range 12 east of the third principal meridian, described as follows: Beginning at the center of said Section 32; thence on an assumed bearing of south 00 degrees 00 minutes 24 seconds east along the west line of the east half of said Section 32, a distance of 14.03 feet to the center line of Wentworth Avenue; thence south 39 degrees 45 minutes 30 seconds East along said center line; a distance of 343.13 feet to a point on a line that is 50.00 feet northwesterly of and parallel with the Northwesterly line of a strip of land conveyed to Commonwealth Edison Company by deed recorded July 10, 1945 as Document 13840034; thence north 31 degrees 56 minutes 00 seconds east along said parallel line; a distance of 52.80 feet to a point on a 2814.79 foot radius curve, the center of circle bears north 49 degrees 42 minutes 03 seconds east from said point; thence northwesterly along said curve, central angle 00 degrees 32 minutes 26 seconds, a distance of 26.56 feet; thence north 39 degrees 45 minutes 30 seconds west tangent to the last described curve, a distance of 115.61 feet; thence northwesterly along a tangential curve concave to the Northeast, radius of 460.00 feet, central angle 35 degrees 51 minutes 32 seconds, a distance of 287.89 feet to a point on a line that bears south 58 degrees 04 minutes 00 seconds east from a point on the west line of the east half of said Section 32 that is 170.94 feet northerly of the center of said Section 32; thence north 58 degrees 04 minutes 00 seconds west along said line, a distance of 60.17 feet to a point on the west line of the east half of said Section 32; thence south 00 degrees 00 minutes 24 seconds east along said west line, a distance of 170.94 feet to the point of beginning.)

Commonly known as 8529 Willow Springs Road, Willow Springs, County of Cook, State of Illinois.

EXHIBIT “B”

(Attach List of Personal Property, if any)

EXHIBIT “C”
(Permitted Title Exceptions, if any)